

## FINANCE (LOTTERIES) DEPARTMENT

The 28th December, 1973

No. DOL/HR/73/11302.—The Governor of Haryana is pleased to select the following persons as Judges for the supervision of the 50th Golden Jubilee Draw to be held on Sunday, the 30th December, 1973 :—

1. Mrs. Chandra Tewatia,  
wife of Justice D.S. Tewatia,  
Panjab and Haryana High Court,  
Chandigarh.
2. Shri Kulwant Singh I.A.S.,  
Secretary, Haryana State  
Agricultural and Marketing Board,  
Chandigarh.
3. Shri M. L. Bhanot, I.P.S.,  
Senior Superintendent of Police,  
Union Territory Administration,  
Chandigarh.
4. Shri S. R. Verma, I. A. S. (Retd.)  
Kothi No. 11,  
Sector 5,  
Chandigarh.
5. Mrs. Kanta Gupta.  
w/o Shri G. V. Gupta, I.A.S.,  
Director of Public Instructions, Haryana,  
Chandigarh.

H. K. JAIN, I.A.S.,

Director of Lotteries and Dy. Secy.

## LABOUR DEPARTMENT

The 19th December, 1973.

No. 12185-4Lab-73/40744.—In pursuance of the provisions of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of M/S The Bengal National Textile Mills Ltd., 14/5, Mathura Road, Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING  
OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD.

References Nos. 94 of 1971 and 27 of 1972.

Between

THE WORKMEN AND THE MANAGEMENT  
OF M/S THE BENGAL NATIONAL TEXTILE  
MILLS LTD., 14/5, MATHURA ROAD,  
FARIDABAD.

Present:—

Shri Mohan Lal, General Secretary, Suti  
Mill Mazdoor Union, Faridabad.  
Dr. Anand Parkash and Shri V. K. Jain, for  
the management.

## AWARD

The workmen of M/s Bengal National Textile Mills Ltd., 14/5, Mathura Road, Faridabad, raised certain demands which were not exceeded to by the management. This gave rise to industrial disputes which were referred for adjudication to this Tribunal by orders of the Governor of Haryana in exercise of the powers conferred under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 and were registered as References Nos. 94 of 1971 and 27 of 1972. The terms of reference No. 94 of 1971 being as under,—vide order No. ID/FD/558-B-71/31631, dated 26th October, 1971.

- (1) Whether the workmen are entitled to the grant of dearness allowance linked with cost of living index? If so, with what details?
- (2) Whether the termination of services of the workmen (list attached), was justified and in order? If not, to what relief are they entitled to?
- (3) Whether the gratuity scheme should be introduced in the establishment? If so, from which date and with what details?

The demand covered by Reference No. 27 of 1972 was regarding payment of Bonus for the year 1970 and the terms of reference was as under,—vide order No. ID/FD/558-B-71/11935, dated 10th April, 1972.

Whether the management should pay bonus to the workers at higher rate than 10 per cent bonus already paid ? If so, with what details ?

The parties have arrived at an amicable settlement as per the terms and conditions given in the memoranda of settlements copies Ex. M-1, M-2 and M-3 on record. The original memoranda of settlements are signed by the authorised representative of the workmen, namely, Sarvshri Ved Parkash, President and Mohan Lal, General Secretary Suti Mills Mazdoor Union Regd. and Sarvshri Chuni Lal President, Sohan Lal General Secretary Bengal National Textile Karamchari Union Regd. Faridabad. Shri Mohan Lal who represents the workmen in both the references has admitted the settlements.

In view of the aforesaid settlements arrived at between the parties demand No. 1 covered by Reference No. 94 of 1971 stands satisfied. Demand No. 2 relating to the termination of services of the workmen concerned is still under consideration and negotiations for settlement are in progress. With regard to demand No. 3 the management has undertaken to introduce the gratuity scheme in the establishment as per the requirement of the payment of Gratuity Act 1972. Reference No. 27 of 1972 relates to only one demand i.e. the payment of Bonus for the year 1970 which also stand satisfied by the aforesaid settlements brought about between the parties.

In the circumstances, no further proceedings are called for in Reference No. 94 of 1971 so far as demands No. 1 and 3 are concerned as also in Reference No. 27 of 1972 with regard to the demand for bonus for the year 1970 and a joint award is made in both the references as per the terms and conditions given in the memoranda of settlements copies Ex. M-1, M-2 and M-3 which shall form part of the award. There shall be no order as to costs. Reference No. 94 of 1971 would come up for further proceedings on 3rd December, 1973 at Faridabad.

Dated : 19th November, 1973.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 1214, dated 30th November, 1973.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.  
Dated : 19th November, 1973.

O. P. SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,

## FORM 'H'

(See Rule 58)

### MEMORANDUM OF SETTLEMENT.

Name of parties.

The Bengal National Textile Mills, Ltd., (Hosiery and knitwear Division) 14/5, Mathura Road, Faridabad-3.

and

Their Workmen employed in the Hosiery and Knitwear Division, through their Unions.

Representative of the Employer :

Shri Hari C. Gupta, Director.

Representatives of the Workmen.

Shri Ved Parkash, President

Shri Mohan Lal, General Secretary,  
Suti Mill Mazdoor Union, (Regd.)

Shri Chuni Lal, President,

Shri Sohan Lal, General Secretary,  
B.N.T. Karamshari Union, (Regd.).

### SHORT RECITAL OF THE CASE.

The Workmen through their Unions under the name and style of Suti Mill Mazdoor Union (Regd.) and Bengal National Textile Karamchari Union (Regd.) submitted Charter of Demands dated 1st June, 1973 and 21st May, 1973 respectively on the management. The management on its part was willing to discuss the Charters of Demand but on the condition that the existing workload and incentive schemes should also be examined and settlement reached thereon while considering the demands of the workmen for improved conditions of service including new wage structure. The Unions agreed to the negotiations on the above conditions and thereafter protracted negotiations were held between the parties and on many of the items tentative agreement was reached. However, there were still certain other items on which final agreement was not possible. The parties requested the Conciliation Officer for intervention and now with this intervention, the parties have arrived at the following :

### TERMS OF SETTLEMENT

Wages and Interim Relief :

of Rs. 500 per month shall be entitled for the following benefits :

Considering the increase in the cost of living index in the recent past, the management has agreed to grant an overall increase in the wages of daily and monthly rated workmen of 17½ per cent on the rate of their consolidated wages as on 31st December, 1972. This increase will be given only to those employees who are drawing a salary of less than Rs. 500 per month as on 31st December, 1972; that is to say, that the wages of the daily rated and monthly rated workers which they were drawing on the 31st December, 1972 will be increased by 17½ per cent. This increase will be effective from 1st July, 1973 and there would be no question of arrears between 1st January, 1973 to 30th June, 1973. Any increment or increase given to the workers from 1st January, 1973 to 30th June, 1973 will be adjusted against the aforesaid increase in wages. Thus where there has been such increase or increment, the management will only be required to give the difference between the increase given from 1st January, 1973 to 30th June, 1973 and the 17½ per cent increase in wages on what the workers were drawing as on 31st December, 1972. This difference will be payable only from 1st July, 1973. Workers who have joined after 31st December, 1972 will be placed in suitable categories by the management after completion of the probationary period of the respective workman. The above increase in wages will be inclusive of all allowances and claims of the workmen including the claim of dearness allowance for rise in the cost of living up to 30th June, 1973 and the claim of annual increment and interim relief and for all other allowances whatsoever.

In view of the above increase in wage, the demand for interim relief is withdrawn and settled in terms as above.

## 2. House or House Rent Allowance :

In view of the increase in wages under item No. 1 above, which takes care of the employees' requirements with regard to house or house rent also, the workmen did not press their demand for house or house rent allowance and this will also be deemed to be settled and covered by what has been granted under item No. 1 above.

## 3. Dearness Allowance :

The increase in wages as given under item No. 1 has taken care of any rise in cost of living up to the end of June, 1973. Thus there is no question of giving dearness allowance prior to 1st

July, 1973. Thus the figure of cost of living for six months ending June, 1973 will be the base for making further adjustments in Dearness Allowance:

With effect from July 1, 1973 any rise or fall in the cost of living will be adjusted at the rate of Rs. 1 per point, but subject to the condition that the total emoluments as arrived at in accordance with Clause 1 will not be reduced in any event. For the first six months that is to say, from 1st July, 1973 to 31st December, 1973, payment of dearness allowance on the basis of Rs. 1 per point will be made on the basis of monthly cost of living index whenever same is available and dearness allowance paid on such monthly figures. With effect from 1st January, 1974, the method of adjustment will be to take the figures of the previous six months and to give the adjustment in the dearness allowance on the basis of a verage cast basis.

It is further agreed to by and between the parties that maximum increase in D.A. at the above rate of Rs. 1 per point will be upto 15 points only. If there is abnormal rise in C.L.I. beyond 15 points, the parties may negotiate as and when the occasion arises.

That it is agreed to by and between the parties that save and except the rise in the consolidated wages in terms of the rise in the cost of living index as stipulated above, there shall be not further wage revision during the tenure of three years from the date of this settlement, during which period this settlement shall remain operative, binding and subsisting.

It is further agreed that the Union will withdraw within 15 days hereof, case No. 94/1971 pending before the Industrial Tribunal, Haryana at Faridabad as the matter of dispute in the said case is deemed to be settled and covered this agreement.

## 4. Designation and Classification of Workers :

It is agreed that the management will properly designate and classify the workers according to their work within three months from date hereof.

## 5. Bonus :

It is agreed to by and between the parties that workmen who have worked in the year 1972 will be paid Bonus at the rate of 20 per cent (twenty per cent only) just before Diwali in terms of payment of Bonus Act and in complete satisfaction of the demand of Bonus of the workers relating to the year 1972 and that the workmen will have no further right to raise any dispute regarding Bonus for the year 1972 before any authority appointed under law.

10. It is further mutually agreed that the workmen who have less than one year of service and more than one month's service to their credit, will be paid Bonus on pro-rate basis.

11. It is further agreed that the Union will withdraw within 15 days hereof case No. 27/1972 pending before the Industrial Tribunal Haryana at Faridabad as the due Bonus for the year 1970 has already been paid and the matter of dispute in the said case is deemed to be settled and covered under the said agreement.

#### 6. Fair Price Ration Shop :

The management agrees to start a Fair Price Ration Shop and the same will be started as soon as the necessary formalities are completed and the permission granted by the concerned authorities.

#### 7. Canteen :

The canteen is already working and hence the Demand is treated as settled.

#### 8. Compensation of Account of Break-Down and Overtime :

It is agreed that if the workers are laid off due to any breakdown in machine, non-supply of beam, pins or for any other reason for which workers are not responsible, the management will compensate them by way of lay-off subject to the provisions of the Industrial Dispute Act, 1947.

Regarding overtime, the provisions of the Factory Act will be followed.

#### 9. Internal Transfers :

It is agreed to by and between the parties that the departmental transfers may be effected by the management according to exigencies of work but without affecting adversely the wages status of the workmen.

#### 10. Uniforms :

It is mutually decided that the Uniforms will be provided to the following categories of the personnel :

(i) Chowkidar.

(ii) Peons.

(iii) Drivers.

(iv) Mali.

(v) Sweeper.

(vi) Boiler Attendant.

#### (viii) Welders.

#### (viii) Welder.

All the above personnel will be provided two cotton Uniforms in a year. However, Chowkidars, Peons and Drivers only will get one Winter Uniform (Woolen) for a period of 3 years, in addition to the summer Uniforms.

#### 11. Leaves :

It is agreed that every worker will be entitled for casual and sick leaves in accordance with the provisions of the Punjab Industrial Establishment (National & Festival Holidays, Casual and Sick leave) Act, 1965, and rules made thereunder and for the purpose of earned leaves provision of Factories Act will be followed. The Company shall frame rules for en-cashment and accumulation of leaves within three months from date hereof.

#### 12. Reinstatement of Retrenched workers in March, 1971.

As the matter is subjudice, it is agreed that the decision of the Courts, Haryana will be binding on the parties.

#### 13. Injured Persons:

The management will as always adopt a sympathetic attitude towards injured persons and provide conveyance to them or make some other arrangements. Hence this demand is treated as settled.

#### 14. Uniformity of Rates in Weaving Department:

The rates are being fixed considering the workload and the complications on the machine. So these can't be made at par. Hence the demand is treated as settled.

#### 15. Recognition of Union:

Regarding recognition of the Union, both the Unions will submit their constitution and their membership figures to the management and after examination of these figures, the management will consider the question of recognition.

All the demands, as contained in the Demand Notices of the two Unions dated 1st June, 1973 and 21st May, 1973, are settled under this settlement and no further demand survives and will be raised during the period of this settlement.

This settlement will be operative for a period of 3 years after which it may be terminated in accordance with law.

During the period of settlement the workmen will not make any demand involving financial repercussions.

The workmen and the management agree that during the period of the settlement they will settle all disputes or differences between them through constitutional means and the machinery established under the Industrial Disputes Act, and that the workmen will not resort to any action subversive of discipline.

In witness whereof the parties affix their signature on the 9th day of August, 1973, at Faridabad.

Signatures for the Management:

Sd./-  
Hari C. Gupta,  
Sd./-  
Ved Prakash,  
Sd./-  
Mohan Lal,  
Sd./-  
Chuni Lal,  
Sd./-  
Sohan Lal,  
Sd./-  
S. B. Sabarwal.

Signatures for the Workmen:

Sd./-  
Ved Prakash, President.  
Sd./-  
Mohan Lal, Gen. Secretary.  
Sd./-  
Chuni Lal, President.  
Sd./-  
Sohan Lal, Gen. Secretary.

Signed in my presence:

Signature of the Conciliation Officer,  
Labour Officer-Cum-Conciliation Officer,  
Faridabad. (Stamp).

WITNESSES:—

FORM "H"

## MEMORANDUM OF SETTLEMENT

(See Rule 58)

Name of Parties

The Bengal National Textile Mills Ltd., (Worsted Spinning Division), 14/5, Mathura Road, Faridabad-3.

and

Their Workmen employed in the Worsted Spinning Division, through their Unions.

Representatives of the Employers

Shri Hari C. Gupta, Director.

Representatives of the Workmen

Shri Ved Prakash, President.

Shri Mohan Lal, Genl. Secretary.

Suti Mill Mazdoor Union, (Regd.).

Shri Chuni Lal, President.

Shri Sohan Lal, Genl. Secretary.

Bengal National Textile Karamchari Union,

(Regd.).

### SHORT RECITAL OF THE CASE

The Workmen through their Unions under the name and style of Suti Mill Mazdoor Union (Regd.), and Bengal National Textile Karamchari Union (Regd.), submitted Charter of Demands dated 1st June, 1973, and 21st May, 1973, respectively, on the Management. The Management on its part was willing to discuss the Charters of Demand but on the condition that the existing workload and incentive schemes should also be examined and settlement reached therein while considering the demands of the workmen for improved conditions of service including new wage structure. The Union agreed to the negotiations on the above conditions and thereafter protracted negotiations were held between the parties and on many of the items tentative agreement was reached. However, there were still certain other items on which final agreement was not possible. The parties requested the Conciliation Officer for intervention and now with this intervention, the parties have arrived at the following:

### TERMS OF SETTLEMENT

#### 1. Wages and Interim Relief:—

A. Those workers who are drawing salaries wages on daily/or monthly basis upto a maximum of Rs. 500 per month shall be entieeled for the following benefits:

Considering the increase in the cost of living index in the recent past, the management has agreed to grant an overall increase in the wages of daily and monthly rated workmen of 17½ per cent on the rate of their consolidated wages as on 31st December, 1972. This increase will be given only to those employees who are drawing a salary of less than Rs. 500 per month as on 31st December, 1972; that is to say, that the wages of the daily rated and monthly rated workers which they were drawing on the 31st December,

1972 will be increased by 17½ per cent. This increase will be effective from 1st July, 1973 and there would be no question of arrears between 1st January, 1973 to 30th June, 1973. Any increment or increase given to the workers from 1st January, 1973 to 30th June, 1973 will be adjusted against the aforesaid increase in wages. Thus where there has been such increase or increment, the management will only be required to give the difference between the increase given from 1st January, 1973 to 30th June, 1973 and the 17½ per cent increase in wages on what the workmen were drawing as on 31st December, 1972. This difference will be payable only from 1st July, 1973. Workers who have joined after 31st December, 1972 will be placed in suitable categories by the management after completion of probationary period of the respective workmen.

The above increase in wages will be inclusive of all allowances and claims of the workmen including the claims of dearness allowance for rise in the cost of living upto 30th June, 1973 and the claim of annual increment and interim relief and for all other allowances whatsoever.

In view of the above increase in wage, the demand for interim relief is withdrawn and settled in terms as above.

## 2. House or House Rent Allowance:—

In view of the increase in wages under item No. 1 above, which taken care of the employees' requirements with regard to house or house rent also, the workmen did not press their demand for house or house rent allowance and this will also be deemed to be settled and covered by what has been granted under item No. 1 above.

## 3. Dearness Allowance:—

The increase in wages as given under item No. 1 above has taken care of any rise in cost of living upto the end of June, 1973. Thus there is no question of giving any dearness allowance prior to 1st July, 1973. Thus the figure of cost of living for six months ending June, 1973 will be the base for making further adjustments in Dearness Allowance.

With effect from July 1, 1973 any rise or fall in the cost of living will be adjusted at the rate of Re. 1 per point, but subject to the condition that the total emoluments as arrived at in accordance with Clause 1 will not be reduced in any event. For the first six months, that is to say, from 1st July, 1973 to 31st December, 1973, payment of dearness allowance on the basis of Re. 1 per point will be made on the basis of monthly cost of living index whenever same is available and dearness allowance paid on such monthly figures. With effect from 1st January, 1974, the method of adjustment will be to take the figures

of the previous six months and to give the adjustment in the dearness allowance on the basis of average cost basis.

It is further agreed to by and between the parties that maximum increase in D. A. at the above rate of Re. 1 per point will be upto 15 points only. If there is abnormal rise in cost of living index beyond 15 points, the parties may negotiate as and when the occasion arises.

That it is agreed to by and between the parties that save and except the rise in the consolidated wages in terms of the rise in the cost of living index as stipulated above, there shall be no further wage revision during the tenure of three years from the date of this settlement, during which period this settlement shall remain operative, binding and subsisting.

It is further agreed that the Union will withdraw 15 days hereof, case No. 94/1971 pending before the Industrial Tribunal, Haryana at Faridabad as the matter of dispute in the said case is deemed to be settled and covered under this agreement.

## 4. Designation and Classification of Workers:

It is agreed that the management will properly designate and classify the workers according to their work within three months from date hereof.

## 5. Bonus:—

It is agreed to by and between the parties that workmen who have worked in the year 1972 will be paid Bonus @ 20 per cent (Twenty per cent only) just before Diwali in terms of payment of Bonus Act and in complete satisfaction of the demand of Bonus of the workers relating to the year 1972 and that the workmen will have no further right to raise any dispute regarding Bonus for the year 1972 before any authority appointed under law.

It is further mutually agreed that the workmen who have less than one year of service and more than one month's service to their credit, will be paid Bonus on pro-rata basis.

It is further agreed that the Union will withdraw within 15 days hereof case No. 27/1972, pending before the Industrial Tribunal Haryana at Faridabad as the due Bonus for the year 1970 has already been paid and the matter of dispute in the said case is deemed to be settled and covered under the said Agreement.

## 6. Fair Price Ration Shop:

The management agrees to start a Fair Price Ration shop and the same will be started as soon as the necessary formalities are completed and the permission granted by the concerned authorities.

7. *Canteen:*

The Canteen is already working and hence the Demand is treated as settled.

8. *Compensation on Account of Break-Down and Overtime:*

It is agreed that if the workers are laid off due to any break-down in machine, non-supply of bean, pirns or for any other reason for which workers are not responsible, the management will compensate them by way of lay-off subject to the provisions of the Industrial Disputes Act, 1947.

Regarding overtime, the provisions of the Factory Act will be followed.

9. *Internal Transfers:*

It is agreed to by and between the parties that the departmental transfer may be effected by the management according to exigencies of work but without affecting adversely the wages status of the workmen.

10. *Uniforms:*

It is mutually decided that the Uniforms will be provided to the following categories of the personnel:—

- (i) Chowkidar.
- (ii) Peons.
- (iii) Drivers.
- (iv) Mali.
- (v) Sweeper.
- (vi) Boiler Attendant.
- (vii) Turner.
- (viii) Welders.

All the above personnel will be provided two cotton Uniforms in a year. However, Chowkidars, Peons and Drivers only will get one Winter Uniform (Woollen) for a period of 3 years, in addition to the Summer Uniforms.

11. *Leaves:*

It is agreed that every worker will be entitled for casual and sick leaves in accordance with the provisions of the Punjab Industrial Establishment (National and Festival Holidays, Casual and Sick Leave) Act, 1965, and rules made thereunder and for the purpose of earned leaves provision of Factories Act will be followed. The Company shall frame rules for encashment and accumulation of leaves within three months from date hereof.

12. *Injured Persons:*

The management will as always adopt a sympathetic attitude towards injured persons and provide conveyance to them or make some other arrangements. Hence this demand is treated as settled.

13. *Recognition of Union:*

Regarding recognition of the Union, both the Union will submit their constitution and their membership figures to the management and after examination of these figures the management will consider the question of recognition.

All the demands as contained in the Demand Notices of the two Unions dated 21st May, 1973 and 1st June, 1973, are settled under this settlement and no further demand survives and will be raised during the period of this settlement.

This settlement will be operative for a period of 3 years after which it may be terminated in accordance with law.

During the period of settlement the workmen will not make any demand involving financial repercussions.

The workmen and the management agree that during the period of the settlement they will settle all disputes or differences between them through constitutional means and the machinery established under the Industrial Disputes Act, and that the workmen will not resort to any action subversive of discipline.

IN WITNESS WHEREOF THE PARTIES AFFIX THEIR SIGNATURES ON THIS 9TH DAY OF AUGUST, 1973, AT FARIDABAD

Signature for the Management.

HARI C. GUPTA.

Director.

Signatures for the Workmen.

VED PERKASH,  
President.

MOHAN LAL,  
General Secretary.

CHUNI LAL,  
President.

M. L. SHARMA.

WITNESSES :

Sd./- . . .

Sd./- . . .

H. C. Gupta.

Vaid Parkash.

Mohan Lal.

Chuni Lal.

Sohan Lal.

M. L. Malik.

(See Rule 58)

## Memorandum of Settlement

Name of parties :

**The Bengal National Textile Mills Ltd.,  
(SILK MILLS DIVISION),  
14/5, Mathura Road,  
FARIDABAD 3.**

and

**Their Workmen employed in the Silk Mills Division, through their Unions.**

**Representative of the Employees :**

**Shri Hari C. Gupta, Director.**

**Representative of the Employers :**

**Shri Ved Prakash, President.**

Shri Mohanlal, General Secretary,  
SUTI MILL MAZDOOR UNION FARIDABAD  
(REGD.)

Shri Chunilal, President,

**Shri Sohanlal, General Secretary,**

**Bengal National Textile Karamchari Union  
(Regd.)**

### Short Recital of the case

The workmen through their Unions under the name and style of Suti Mill Mazdoor Union (Regd.) and Bengal National Textile Karmachari Union (Regd.) submitted Charter of Demands dated 1st June, 1973 and 21st May, 1973, respectively on the Management. The management on its part was willing to discuss the Charter of Demands but on the condition that the existing workload and incentive schemes should

also be examined and settlement reached thereon while considering the demands of the workmen for improved conditions of service including new wage structure. The Unions agreed to the negotiations on the above conditions and thereafter protracted negotiations were held between the parties and on many of the items tentative agreement was reached. However, there were still certain other items on which final agreement was not possible. The parties requested the Conciliation Officer for intervention and now with this intervention, the parties have arrived at the following :—

## TERMS OF SETTLEMENT

### Wages and Interim Relief :

As there are two category of Workers in this Division, i.e. Time-rated Workers and Piece-rated Workers, the following arrangement has been arrived at for each category of Workers :

### Time-rated Workers :

(A) Those workers who are drawing salaries/wages on daily/or monthly basis up to a maximum of Rs. 500 per month shall be entitled for the following benefits :

Considering the increase in the cost of living index in the recent past, the management has agreed to grant an overall increase in the wages of daily and monthly rated workmen of 17½% on the rate of their consolidated wages as on 31st December, 1972. This increase will be given only to those employees who are drawing a salary of less than Rs. 500 per month as on 31st December, 1972; that is to say, that the wages of the daily rated and monthly rated workers which they were drawing on the 31st December, 1972 will be increased by 17½%. This increase will be effective from 1st July, 1973 and there would be no question of arrears between 1st January, 1973 to June, 1973. Any increment or increase given to the workers from 1st January, 1973 to 30th June, 1973, will be adjusted against the aforesaid increase in wages. Thus where there has been such increase or increment, the management will only be required to give the difference between the increase given from 1st January, 1973 to 30th June, 1973 and the 17½% increase in wages on what the workmen were drawing as on 31st December, 1972. This difference will be payable only from 1st July, 1973.



Workers who have joined after 31st December, 1972 will be placed in suitable categories by the management after completion of probationary period of the respective workman. The above increase in wages will be inclusive of all allowances and claims of the workmen including the claim of dearness allowance for rise in the cost of living up to 30th June, 1973 and the claim of annual increment and interim relief and for all other allowances whatsoever.

In view of the above increase in wage, the demand for interim relief is withdrawn and settled as above.

#### *Piece-rated Workers :*

(B) It is agreed to by and between the parties that the increase in wages granted to the time-rated workers as aforesaid will not be applicable to the piece-rated workers. In view of such increase, the following reliefs will be granted to the piece-rated workers :

I. It is agreed to by and between the parties that the management shall grant an increase of 7½% to the piece-rated workers on their monthly earnings.

II. The management has agreed to give further 6% increase in wages to such weavers who weave fresh fabric of 45 to 50 metres without any weaving fault, defect or damage. Such increase in wages will, however, be limited to 4½% only for those weavers who weave a piece of 45 to 50 metres with one or two faults, defects, or damages only, and to 3% to such weavers who weave such fabric of 45 to 50 metres with 3 or 4 faults, defects or damage and of 1½% to those weave such fabric with 5 or 6 faults, defect or damage in a piece of 45 to 50 metres. No increase shall be given to weavers who give defective, faulty or damaged materials to the extent of 7 faults in a piece of 45 to 50 metres. It is further agreed that if more than 8 faults defects, damages are found in a piece of 45 to 50 meters of fabric, the concerned weaver shall be deemed to have committed a major misdemeanour and disciplinary action against him will be taken by the management. Provided that only such faults, defects and damages which warrant cutting of the fabric in short lengths, pant lengths, fents and/or rags shall be counted for purposes of the clause.

In addition to the above increase in wages subject to the conditions stated above, it has been decided to introduce a production Efficiency Scheme with the following details :

#### *III. Production Incentive Scheme :*

All piece-rated workers who give an average daily efficiency over and above 60% will be entitled for the benefits as under :

(a) If a piece-rated worker maintains an average daily efficiency from 61 to 65%

during a month, he will be entitled for 1% of his piece-rated wages for a month as Efficiency Allowance;

(b) If a piece-rated worker maintains an average daily efficiency from 66 to 70% during a month, he will be entitled for 3% of his piece-rated wages for month as Efficiency Allowance;

(c) If a piece-rated Worker maintains an average daily efficiency from 71 to 75% during a month, he will be entitled for 3% of his piece-rated wages for month as Efficiency Allowance;

(d) If a piece-rated worker maintains an average daily efficiency from more than 75% during a month, he will be entitled to 4% of his piece-rated wages for a month as Efficiency Allowance :

Provided that efficiency shall be calculated on the basis of actual days' work. The days on which the workman is on leave or laid off or for any other reason has not worked for the full day, will not be counted and taken into account.

IV. In increase under paragraph I will be given with effect from 1st July, 1973 and the increase in paragraphs II and III will be given as soon as the necessary data is available.

V. It is agreed to by and between the parties that piece-rated workers' claim with regard to increase in wages inclusive of dearness allowance and other allowances is finally settled in terms of what has been granted above and no claim of any kind whatsoever with regard to their wages or allowances or any increment or allowance will be raised during the period of the settlement.

In view of the above increase in wages and introduction of Incentive Scheme, the demand for interim relief and for the increase in wages is withdrawn and settled in terms as above.

#### *2. House or House Rent Allowance :*

In view of the increase in wages under item No. 1 above, which takes care of the employees' requirements with regard to house or house rent also, the workmen did not press their demand for house or house rent allowance and this will also be deemed to be settled and covered by what has been granted under item No. 1, above.

#### *3. Dearness Allowance :*

The increase in wages as given under item No. 1 has taken care of any rise in cost of living up to the end of June, 1973. Thus there is no question of giving any dearness allowance prior

to 1st July, 1973. Thus the figure of cost of living for six months ending June, 1973 will be the base for making further adjustments in Dearness Allowance.

With effect from July 1, 1973 any rise or fall in the cost of living will be adjusted at the rate of Re. 1 per point, but subject to the condition that the total emoluments as arrived at in accordance with Clause 1 will not be reduced in any event. For the first six months, that is to say, from 1st July, 1973 to 31st December, 1973, payment of dearness allowance on the basis of Re. 1 per point will be made on the basis of monthly cost of living index whenever same is available and dearness allowance paid on such monthly figures. With effect from 1st January, 1974, the method of adjustment will be to take the figures of the previous six months and to give the adjustment in the dearness allowance on the basis of average cost basis.

It is further agreed to by and between the parties that maximum increase in D.A. at the above rate of Re. 1 per point will be up to 15 points only. If there is abnormal rise in Cost of Living Index beyond 15 points, the parties may negotiate as and when the occasion arises.

That it is agreed to by and between the parties that save and except the rise in the consolidated wages in terms of the rise in the cost living index as stipulated above, there shall be no further wage revision during the tenure of three years from the date of this settlement, during which period this settlement shall remain operative, binding and subsisting.

It is further agreed that the Union will withdraw 15 days hereof, Case No. 94/1971 pending before the Industrial Tribunal, Haryana at Faridabad as the matter of dispute in the said case is deemed to be settled and covered under this agreement.

#### 4. Designation and Classification of workers :

It is agreed that the management will properly designate and classify the workers according to their work within three months from date hereof.

#### 5. Bonus :

It is agreed to by and between the parties that workmen who have worked in the year 1972 will be paid Bonus at the rate of 20% (Twenty per cent only) just before Diwali in terms of Payment of Bonus Act and in complete satisfaction of the demand of bonus of the workers relating to the year 1972 and that the workmen will have no further right to raise any dispute regarding Bonus for the year 1972 before any authority appointed under law.

It is further mutually agreed that the workmen who have less than one year of service and more than one month's service to their credit, will be paid bonus on *pro rata* basis.

It is further agreed that the Union will withdraw within 15 days hereof Case No. 27/1972 pending before the Industrial Tribunal, Haryana at Faridabad as the due bonus for the year 1970 has already been paid and the matter dispute in the said case is deemed to be settled and covered under the said agreement.

#### 6. Fair Price Ration Shop :

The management agrees to start a Fair Price Ration Shop and the same will be started as soon as the necessary formalities are completed and the permission by the concerned authorities.

#### 7. Canteen :

The canteen is already working and hence the Demand is treated as settled.

#### 8. Compensation on Account of Break-Down and overtime :

It is agreed that if the workers are laid off due to any break-down in machine, non-supply of bean, pirns or for any other reason for which workers are not responsible, the management will compensate them by way of lay-off subject to the provisions of the Industrial Disputes Act, 1947.

Regarding overtime, the provisions of the Factory Act will be followed.

#### 9. Internal Transfers :

It is agreed to by and between the parties that the departmental transfer may be effected by the management according to exigencies of work but without affecting adversely the wages status of the workmen.

#### 10. Uniforms :

It is mutually decided that the Uniforms will be provided to the following categories of the personnel :—

- (i) Chowkidar
- (ii) Peon
- (iii) Driver
- (iv) Mali
- (v) Sweeper
- (vi) Boiler Attendant

## (vii) Turner, and Welder.

All the above personnel will be provided two cotton Uniforms in a year. However, Chowkidars, Peons and Drivers only will get one Winter Uniform (Woollen) for a period of 3 years, in addition to the Summer Uniforms.

## 11. Leaves:

It is agreed that every worker will be entitled for casual and sick leaves in accordance with the provisions of the Punjab Industrial Establishments (National and Festival Holidays, Casual and Sick Leave) Act, 1965, and rules made thereunder and for the purpose of earned leaves provision of Factories Act will be followed. The Company shall frame rules for encashment and accumulation of leaves within three months from date hereof.

## 12. Reinstatement of Retrenched Workers in March, 1971:

As the matter is *sub judice*, it is agreed that the decision of the Courts will be binding on the parties.

## 13. Injured Persons:

The management will as always adopt a sympathetic attitude towards injured persons and provide conveyance to them or make some other arrangement. Hence this demand is treated as settled.

## 14. Uniformity of Rates in Weaving Department:

The rates are being fixed considering the workload and the complications on the machine. So these cannot be made at par. Hence the demand is treated as settled.

## 15. Recognition of Union:

Regarding recognition of the Union, both the Unions will submit their constitution and their membership figures to the management and after examination of these figures, the management will consider the question of recognition.

All the demands as contained in the Demand Notices of the two Unions dated 1st June, 1973 and 21st May, 1973, are settled under this settlement and no further demand survives and will be raised during the period of this settlement.

This settlement will be operative for a period of 3 years after which it may be terminated in accordance with law.

During the period of settlement the workmen will not make any demand involving financial repercussions.

The workmen and the management agree that during the period of the settlement they will settle all disputes or differences between them through constitutional means and the machinery established under the Industrial Disputes Act, and that the workmen will not resort to any act subversive of discipline.

IN WITNESS WHEREOF THE PARTIES  
HEREUNTO AFFIX THEIR SIGNATURES ON  
THIS 9TH DAY OF AUGUST, 1973, AT FARIDABAD.

Signatures for the Management.

HARI C. GUPTA.

Signatures for the Workmen.

VED PRAKASH.

President.

MOHAN LAL.

General Secretary.

CHUNI LAL.

President.

SOHAN LAL.

General Secretary.

Signatures of the Conciliation Officer:

Signed in my presence:

M. L. MALIK.

SEAL.